The wife had no remedy for the corresponding injuries to her marital rights because of her inferior position and her inability to sue in her own name or to retain her choses in action, PECK, DOM. REL., § 15. Consortium has been defined as the right of the husband and wife, respectively, to the conjugal fellowship, company, co-operation and aid of the other, 1 BOUVIER (3rd ed.) 621. The common law conception of consortium, however, included not only the sentimental element of the husband's right to the companionship, society and affection of his wife, but as well the practical element of his property right to her services in the household. The loss of services formed the gist of the action and constituted an injury capable of estimation in money to which the loss of society, companionship and affection could be added by way of aggravation. *Marri* v. *Stamford Street Ry. Co.*, 84 Conn. 9; *Gregory* v. *Oakland Motor Car Co.*, 181 Mich. 101. It was urged in the instant case that as the wife's common law disabilities had been removed by statute, the right to sue for loss of consortium arising from the negligent injury of her husband should be extended to her. However, the wife's right to her husband's consortium lacks the essential element of a property right to his services. The cases are uniform in denying the wife's right of action upon such facts. *Goldman* v. *Cohen*, 30 Misc. Rep. (N. Y.) 336; *Feneff* v. *N. Y. C. & H. R. Ry. Co.*, 203 Mass. 278; *Stout* v. *Kan. City Term. Ry. Co.*, 172 Mo. App. 113; *Gambino* v. *Mftr.'s Coal & Coke Co.*, 175 Mo. App. 653; *Brown* v. *Kistleman*, 177 Ind. 692; *Patelski* v. *Snyder*, 179 Ill. App. 24; 12 MICH. L. REV. 72. It is true that the modern cases recognize the right of the wife to sue for loss of consortium arising from intentional wrong-doing on the part of the defendant, such as persistently selling a habit-forming drug to the husband (*Flandermeyer* v. *Cooper*, 85 Ohio St. 327) or alienating his affections (*Foot* v. *Card.* 58 Conn. 1; *Rice* v. *Rice*, 104 Mich. 371; *Betser* v. *Betser*, 186 Ill. 537; *Haynes* v. *Nowlin*, 129 Ind. 581; *Bennett* v. *Bennett*, 116 N. Y. 584). However, this class of wrongs strikes directly at the marital relation and the rule has a strong foundation in public policy. Loss of consortium arising from negligent injury seems to be on the defensive as a cause of action, for not only do the courts refuse the wife relief for such a loss, but some jurisdictions are now denying the husband's right to sue for such an injury. *Bulger* v. *Boston Elevated Ry.*, 205 Mass. 420; *Whitcomb* v. *N. Y., N. H. & H. Ry.*, 215 Mass. 440; *Marri* v. *Stamford Street Ry.*, supra; *Blair* v. *Seitner Dry Goods Co.*, 184 Mich. 304; 13 MICH. LAW REV., 704.

INJUNCTION.—RESTRAINING THE LAWFUL ISSUANCE OF MUNICIPAL BONDS.—A town council lawfully voted the issuance of bonds for the construction of a certain public utility, but really intended to devote the funds thus derived to another and unauthorized utility. Complainant, a taxpayer of the town, successfully enjoined the issuance of these bonds upon the theory that a taxpayer may restrain the unlawful disposition of public funds. *Town of Afton et al* v. *Gill.* (Okla. 1916), 156 Pac. 658.

The question presented to the court was whether or not the issuance of

bonds in such case may be enjoined, or whether the remedy is confined to restraining the unlawful disposition of funds after the bonds are issued. It is clear that the issuance of illegal or unauthorized bonds will be restrained (*Hodgman* v. *Chicago & St. P. Ry. Co.,* 20 Minn. 48), and the unlawful disposition of the funds of a municipality will also be enjoined. (*City of El Reno* v. *Cleveland-Trinidad Paving Co.,* 25 Okla. 648, 107 Pac. 163). In the principal case, the court went further and enjoined the lawful issuance of bonds, the funds from which could not be applied to the designated purpose, upon the theory that it was merely a timely interposition of equity to avoid misappropriation of funds. In this connection, see *Bates* v. *City of Hastings,* 145 Mich. 574, 108 N. W. 1005. But where it appears that funds derived from a lawful issue of bonds might be used for the voted purpose, the issuance will not be enjoined, although the officers intend to misappropriate the funds. *City of Tampa* v. *Salomonson,* 35 Fla. 446, 17 So. 581; *State of Kansas ex rel* v. *Clay Center,* 76 Kan. 366, 91 Pac. 91. In the case under discussion, the court did not restrain merely an act within the legal discretion of the town council, but did restrain the issuance of bonds which must necessarily result in an another act outside of the council's legal discretion.

INSURANCE—EFFECT OF CHANGE IN TITLE.—A fire insurance policy on a building under construction in favor of plaintiff lumber company contained the provision that it should be void if any change took place in the interest title or possession of the subject of insurance. The policy stood in the name of the owner of the building, and to cover plaintiff's interest a rider was attached to the effect that a loss, if any, was payable to plaintiff as its interest might appear. In the policy there was a printed stipulation that, if an interest under the policy should exist in favor of any person having an interest other than the insured, the conditions of insurance relating to such interest, as should be written upon, attached or appended thereto should apply. *Held,* that the conveyance of the building by the owner to his sister shortly before a loss by fire did not relieve insurer of liability to plaintiff, since the stipulation relating to change in title did not apply to the plaintiff where not set out in the rider. *Royal Ins. Co.* v. *Walker Lumber Co.,* (1916 Wyo.) 155 Pac. 1101.

The case is placed on the same ground as if the plaintiff had been a mortgagee and the interest payable to him as such. The earlier cases which have arisen under similar circumstances do not contain the rider, and the interest is made payable in the "loss payable" clause. In these cases the overwhelming weight of authority is that the mortgagee is merely the appointee of the insured and the terms of the policy apply to him equally, so that a breach by the mortgagor avoids payment to the mortgagee. See note in 18 L. R. A. N. S. 197. But when the interest is attached to the policy by means of a rider, a different question arises, that of determining whether the provisions of the policy attach to the interest appearing in the rider, unless specifically attached in the rider itself. The great weight of authority on this point is in accord with the principal case. *Oakland Home Ins. Co.* v.